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Monroe Community College, Board of Trustees and Faculty Association of Monroe Community College (1987)

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Monroe Community College, Board of Trustees and Faculty Association of Monroe Community College (1987)

Keywords

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Comments

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Contractual Agreement

9/1/87 to 8/31/90



CONTRACTUAL AGREEMENT BETWEEN

THE FACULTY ASSOCIATION OF MONROE COMMUNITY COLLEGE

AND THE MONROE COMMUNITY COLLEGE BOARD OF TRUSTEES

EFFECTIVE SEPTEMBER 1, 1987 THROUGH AUGUST 31, 1990

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AGREEMENT

THIS AGREEMENT entered into this twenty-third day of June 1987, and effective September 1, 1987, by and between the Board of Trustees of Monroe Community College located at 1000 East Henrietta Road, Brighton, New York, and the Faculty Association of Monroe Community College located at 1000 East Henrietta Road, Brighton, New York.

WITNESSETH:

WHEREAS, The Board and the Faculty Association, as parties to this agreement are desirous of entering into written contracts with respect to salaries, wages, personnel rules, and other similiar benefits, and WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement,

NOW, THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1 - DEFINITIONS

A) The term "faculty" means all full-time teaching and nonteaching staff as recognized in Article 3, Section A.

B) The term "Faculty Association" means the duly recognized representative of the faculty for purposes of collective bargaining and grievances under the provisions of the New York State Public Employees' Fair Employment Act. The Faculty Association represents all the employees set forth in Article 3, Section A.

C) The term "Board" means the Board of Trustees of Monroe Community College.

D) The term "working day" means any day the college administrative offices are open for a normal day of business.

E) The term "College" shall mean Monroe Community College.

ARTICLE 2 - PREAMBLE

The Board and the Faculty Association declare it to be their mutual policy that in order to promote harmonious relations between the College and its professional staff, the principle of collective negotiations is to be employed pursuant to the New York State Public Employees' Fair Employment Act and that no article or section in this contract is to be construed to be in any violation of the Laws of the State of New York. Both parties to this Agreement furthermore affirm that public employment is to be regarded as a life-long career and that as such, the terms, conditions of employment and working conditions shall be of the highest caliber to attract and maintain in employment with the College, the best personnel available. We furthermore affirm that each professional person shall, at all times, be a dedicated, courteous, and efficient representative of the College realizing full well that said person is performing an essential public service. Both parties agree that nothing in this Agreement shall be the basis for discrimination for reasons of age, race, color, religion, sex, national origin, marital status, or physical disability.

ARTICLE 3 - RECOGNITION

Section A. The Board recognizes the Faculty Association as the sole and exclusive negotiating representative for all faculty in the following categories:

- | | | |
|----|---------------------------------------|----------------------|
| 1) | Teaching Faculty | Lecturers |
| | Adjunct Faculty | Librarians |
| | Advisors | Managers |
| | Assistant Controller | Technical Assistants |
| | Assistant Directors | Other Certified |
| | Associate Directors | Instructional or |
| | Bursar | Professional |
| | Coordinators | Personnel |
| | Counselors | |
| | Department Chairpersons | |
| | Directors (except as indicated below) | |

2) This unit does not include the President, Vice Presidents, Assistant to the President, Assistants to Vice Presidents, Associate Vice Presidents, Assistant Vice Presidents, Deans, Associate Deans, Assistant Deans, Director of Public Relations and Publications, Director of Research and Planning, Director of Personnel, and Controller.

Section B. The teaching title of Lecturer is established. Persons appointed to this title shall have all rights and responsibilities of full-time faculty except any matter pertaining to tenure. Appointments shall not be greater than one year and there shall not be more than 15 individuals appointed to this title.

Section C. The Board and the Faculty Association recognize that by long-standing practice appropriate professional responsibilities of the faculty in the various departments of the College include (but are not limited to) the following: teaching, performing professional and administrative duties,

developing new educational media, advising and counseling students, and participating in departmental or institutional functions. In addition, the departments shall have primary, but not sole, responsibility for the determination of the preparation and assignment of course and teaching schedules and the maintenance of office hours.

Section D. The Board recognizes the Faculty Association as exclusive bargaining agent for collective bargaining and grievances until seven months prior to the expiration of this agreement.

Section E. The College shall deduct from the wages of faculty and remit to the Faculty Association, on a monthly basis, regular membership dues for those faculty who have signed authorizations permitting such payroll deductions.

Section F. The Faculty Association affirms that it does not assert the right to strike against the College, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist or participate in such a strike.

ARTICLE 4 - GOVERNANCE

Section A. The Board and the Faculty Association recognize that a faculty governance organization does and will exist. It is the right and responsibility of the faculty to participate in this organization. Although the actual form may vary, this organization will have responsibility for recommending policies related to faculty resources, academic standards, curriculum, educational policies, institutional

philosophy and goals, personnel policies, professional development and administrative affairs.

It is further recognized by the Board and the Faculty Association that faculty ad hoc or special committees exist and other faculty ad hoc, standing or special committees may be formed during the period of this Agreement. Membership on such faculty committees and any future faculty committees shall be open to all members of the faculty. Committee members shall be selected in accordance with the faculty governance organization's bylaws.

Section B. It is further recognized that the Faculty Association has complete control over its internal procedures, that it may create its own committees or other mechanisms for conducting its activities as the recognized representative of the faculty for the purpose of collective bargaining and grievances. The Faculty Association may determine the procedure of its own committees and set the qualifications for membership.

Section C. As set forth more specifically in other sections of the agreement and by long-standing practice at Monroe Community College, the faculty through the appropriate faculty committee or department and consistent with the responsibilities vested in the President and the Board of Trustees, has primary but not sole responsibility for recommending curriculum, subject matter, methods of instruction, research, faculty status, requirements of and authorization for granting degrees.

ARTICLE 5 - ACADEMIC FREEDOM AND TENURE

The Board and the Faculty Association agree that the 1940 statement of the American Association of University Professors (AAUP) on academic freedom and tenure, and subsequent approved interpretive comments (1970), shall be used for deliberations and actions pertaining to academic freedom and tenure at Monroe Community College.

ARTICLE 6 - FACULTY PERSONNEL RECORDS

Section A. The College shall maintain only one set of official files with two sections each containing a member's academic and professional records. Data necessary for processing a faculty member's salary, fringe benefits, etc., shall be excluded from the official files and shall not be considered part of the official files.

Section B. Official Closed File Section: The official closed file shall contain only materials accumulated prior to or pertaining to the faculty member's initial full-time appointment to the College. This section shall only be examined by the President, Vice President, or designee.

Section C. Official Open File Section: The official open file shall contain only materials accumulated following the faculty member's initial appointment to the College.

1) Addition of Material. No material will be placed in a personnel folder except by the appropriate Vice President or designee and unless a copy of such material has been sent to the faculty member. The faculty member shall have the right to respond to any material filed and said response

shall be attached to the file copy. This material must be added to the file within one year of the date that the appropriate administrator first knew of this information. After a period of 5 consecutive years an individual may apply to the appropriate Vice President and seek the removal of unfavorable material from the personnel file. The only documents which shall be used as the basis for reappointment, evaluation, promotion, continuing appointment, discipline, suspension, or discharge are those that are in the official open file and accessible to the faculty member. No unsigned unfavorable documents or anonymous communications shall be filed.

2) Examination of File. The open file may be examined by a faculty member with a witness. Only authorized personnel shall examine the official files and a memorandum of the use of these files, including the date, by whom used, and the purpose of the use shall be placed in the faculty member's file, except when used for day-to-day administrative maintenance of the files.

ARTICLE 7 - TERMINATION

Section A. Temporary Appointments: The services of members of the faculty having temporary appointments may be terminated at any time by the President, notwithstanding any other provisions of this Article. There shall be no right of appeal from such a termination.

Section B. Term Appointments: Notwithstanding any other provision of this contract the services of members of the

faculty having term appointments shall cease automatically at the end of their specified terms. Except as provided in Article 5, there shall be no right of appeal from a non-renewal of a term appointment.

Section C. Retirement: The services of members of the faculty may be terminated at any time for physical or mental incapacity after receipt of the recommendation of the President and upon medical advice of the faculty member's personal physician in attendance, a College-appointed physician, and, in the event of a difference of opinion, a physician recommended by the Monroe County Medical Association.

Section D. Grounds: The services of members of the faculty on continuing appointment* may be terminated only for just cause after such notice and opportunity to be heard is provided.

Section E. Notice: When the President has information or has received a complaint against a member of the faculty containing allegations which, if true, might serve as grounds for termination for cause, and such information or complaint is deemed by the President to be substantial, the President shall discuss it with the person concerned. If the President believes that a basis for charges exists, such charges shall be served in writing upon the person concerned.

*As defined in the current Board of Trustees' Policy Manual

Section F. Hearing by Faculty Committee: If a person so charged requests, said person shall be entitled to a hearing before a standing committee of the faculty. The standing committee shall be selected by the individual so charged. The committee, in consultation with the President and the faculty member concerned, shall determine whether the hearing be public or private. The President shall have the option of attending the hearing, but the conduct of the hearing shall be determined by the committee. The faculty member charged shall be entitled to be present, to be represented by a person of the faculty member's choice, to present witnesses on the person's own behalf, and to confront and question witnesses against said faculty member. All testimony shall be under oath. A full stenographic record of the hearing will be taken and made available to parties concerned. The decision of the Committee shall be transmitted to the Board of Trustees, accompanied by a transcript of the hearing.

Section G. Procedure After Hearing Before Faculty Committee: After transmittal of the decision of the faculty committee and the transcript of the hearing to the Board of Trustees, the Board may elect to accept the decision of the Faculty committee or to review the case based upon the record of the hearing, accompanied by argument, oral or written or both, by the principals or their representatives. The decision of the faculty committee shall be sustained or the proceeding be returned to the faculty committee with objections specified. After reconsideration by the faculty committee the Board of Trustees shall make its final decision.

Section H. Hearing by Board of Trustees: If the faculty member charged does not request a hearing before a faculty committee, said faculty member may request a hearing before the Board of Trustees. The Board, in consultation with the President and the faculty member concerned, shall determine whether the hearing be public or private. The Board shall elect one of its own members to act as presiding officer, shall have the option of being represented by counsel, and shall determine the conduct of the hearing. The faculty member charged shall be entitled to be present, to be represented by a person of the faculty member's choice, to present witnesses on the person's behalf, and to confront witnesses against said faculty member. All testimony shall be under oath. A full stenographic record of the hearing shall be taken and made available to the parties concerned. The decisions of the Board, upon the completion of the hearing, shall be final.

Section I. Rights of Appeal: A decision of the Board to terminate the services of a faculty member may be appealed in the courts as provided by law. Such decision shall not be subject to the grievance procedure of this Agreement.

Section J. Failure to Testify: If the faculty member charged refuses to answer at the hearing a question pertinent to the charges against said faculty member, the Board may regard such refusal as sufficient to warrant that the faculty member's services may be terminated.

Section K. Failure to Attend Hearing: If the faculty member charged fails to request or to attend a hearing, the Board of Trustees may, after receiving the recommendation of the President, take such action, if any, as it deems advisable. There shall be no right of appeal from such action of the Board of Trustees.

Section L. Suspension: If the President deems it to be for the best interest of the College, a faculty member upon whom charges have been served may be suspended by the President, with or without salary, pending final action upon such charges by the Board of Trustees. If a faculty member against whom charges have been served is suspended without salary and subsequently is reinstated to the faculty member's position by action of the Board of Trustees and no disciplinary action against said faculty member is taken by the Board of Trustees, the faculty member shall be paid the salary which otherwise would have been received during the period of such suspension.

Section M. Termination Procedures for Full-time Faculty Not Accorded Full Academic Rank:

1) Probationary Period: The procedures contained in this section are not available until an individual has completed five consecutive full-time annual appointments.

2) Grounds: The services of full-time members of the faculty who are not accorded full academic rank may be terminated for cause after notice and opportunity to be heard is provided as described below.

3) Notice: When the appropriate Vice President has information or has received a complaint against a member of the faculty containing allegations which, if true, might serve as grounds for termination for cause and such information or complaint is deemed by the appropriate Vice President to be substantial, the Vice President shall discuss the problem with the person concerned. If the appropriate Vice President thereafter believes that a basis for charges exists, a written notice specifying such charges shall be served upon the person concerned. No such notice may be issued for acts that occurred more than two years prior to the service of the notice of discipline.

4) Hearing: If a person so charged requests, said person shall be entitled to a hearing before a panel of three persons, chosen as follows: the College and the Faculty Association shall each select one member of the panel; the two members thus chosen shall select by mutual agreement the third person of the panel. The panel, in consultation with the appropriate Vice President and the person charged, shall determine whether the hearing shall be public or private. The appropriate Vice President shall have the option of attending the hearing. The employee charged shall be entitled to be present, to be represented by a person of the employee's choice, to present witnesses in the employee's own behalf, and to confront and question witnesses against said employee. All testimony shall be under oath. A full stenographic record of the hearing will be made available to the

parties concerned. The decision of the hearing panel shall be transmitted to the appropriate Vice President and to the employee so charged accompanied by a transcript of the hearing. A decision of a majority of the panel is sufficient.

5) Rights of Appeal: After transmittal of the decision of the hearing panel and the transcript, the employee so charged or the appropriate Vice President may elect to appeal the panel's decision to the President. The employee and the Vice President may submit to the President a brief or report in support of his/her position. The President shall review the transcript and any briefs or reports so submitted and will either affirm or reverse the decision of the hearing panel. The decision of the President shall be final and shall not be subject to grievance procedures.

6) Suspension: If the appropriate Vice President deems it to be for the best interest of the College, an employee upon whom charges have been served may be suspended by the appropriate Vice President, with or without salary, pending final action upon such charges pursuant to this Article. If an employee against whom charges have been served is suspended without salary, and subsequently is reinstated to his/her position pursuant to this Article, and no disciplinary action against such employee is taken, the employee shall be paid the salary which he/she otherwise would have received during the period of such suspension.

7) Failure to Request a Hearing: If the employee charged fails to request a hearing, the President may, after

receiving the recommendation of the Vice President, take such action, if any, as deemed advisable.

ARTICLE 8 - RETRAINING, CROSSOVER ASSIGNMENT, REASSIGNMENT,
REDUCTION IN FORCE, AND RECALL

Section A. Determination: Reassignment and/or reduction in force, as determined by the College, may result from an underutilization of staff, program retrenchment, or financial exigency.

Section B. Utilization of Staff:

1) Annual Review: There shall be an annual review process conducted by the President or his designee to determine any anticipated problems, such as underutilization of staff, enrollment declines or other program difficulties. Areas within the College that anticipate growth and a need for additional faculty members will be indicated. Prior to notification, the appropriate division head and/or Vice President shall meet with the affected department to discuss anticipated problems.

2) Notification of Underutilization of Staff and/or Program Retrenchment:

a) Department Notice - At least two years in advance of the effective date of reassignment and/or reduction of faculty, the President shall notify in writing the chairperson of the Faculty Resources Committee and department affected, the appropriate division head and/or Vice President, and the president of the Faculty Association. The

President or his designee shall meet with the chairperson of the Faculty Resources Committee and of the department affected to discuss appropriate utilization of the faculty.

b) Individual Notice - The effective date of layoff shall be August 31, and faculty affected shall be notified at least one full year in advance of the date of layoff.

Section C. Financial Exigency: If a layoff is anticipated due to a financial exigency, the President shall notify in writing the faculty members affected and the Faculty Association at least thirty (30) working days prior to the effective date of said layoff. The College and the Faculty Association will discuss possible ways of avoiding such a layoff. Such discussions will not extend the effective date of layoff except by written agreement of both parties to this contract. The College shall first determine which nonpersonnel expenditures shall be curtailed before laying off faculty.

Section D. Identification: In the department affected, full-time faculty with the least seniority shall be the first to be reassigned or laid off.

Seniority shall be based upon the number of years of service from the initial date of full-time employment at the College, minus noncompensated leaves of one semester or more. In situations where two or more faculty members have the same number of years of service based on the above, the following criteria, in the order listed, shall be used to determine seniority:

- 1) Part-time employment prior to full-time employment
- 2) Adjunct employment prior to part-time or full-time employment.
- 3) Date of application for full-time employment.
- 4) Date of full-time appointment letter.

The College shall maintain a seniority listing of full-time faculty by department as determined from the above criteria.

Section E. Crossover Assignment:

1) Crossovers are encouraged by the various departments as an educationally effective means of maintaining educational standards and enabling the College to most effectively utilize existing faculty.

2) Crossover assignments will be possible when course offerings or job assignments are available because of resignation or retirement; when adjunct, part-time, or overload sections are currently offered by the departments; and when program expansion and/or enrollment increases are anticipated.

3) Faculty seeking crossover assignments in another department shall meet the required standards for the specific job assignment(s). These standards shall not exceed those which applied when current department members were hired. The department, upon request, shall convey to the faculty member its written standards and its position on the faculty member's qualifications in relation to these standards.

4) When a crossover assignment is part of a plan leading to reassignment and that plan has been approved by the appropriate Vice President, the Faculty Resources Committee, and the receiving department, the faculty member shall be eligible for the following assistance:

a) Use of tuition reimbursement funds, federal, state, local, or other funds which may become available for retraining purposes.

b) Release time up to the equivalent of twenty-five percent of the faculty member's normal workload for one academic year. Such release time may be utilized over a period of no more than two years.

c) Noncompensated leaves of absence for retraining purposes.

d) During a noncompensated leave of absence for retraining purposes and for a period of up to one year, the College shall continue the same fringe benefits program.

5) Faculty with crossover assignments maintain all rights and privileges in their original departments.

Section F. Reassignment:

1) Reassignment will be possible when departmental positions are available because of resignation or retirement; when adjunct, part-time, or overload sections are currently offered by the departments; and when program expansion and/or enrollment increases are anticipated. Faculty identified for reassignment or layoff shall be considered for reassignment only to departments that have or anticipate a need for additional faculty members.

2) Faculty seeking reassignment to another department shall meet the required standards for entrance into that department. These standards shall not exceed those which applied when current department members were hired. The department, upon request, shall convey to the faculty member, the Faculty Resources Committee, the appropriate Division Dean or Vice President, its written standards and its position on the faculty member's qualifications in relation to these standards.

3) A faculty member identified for reassignment shall consult with the original department, the receiving department, the Faculty Resources Committee, the appropriate Division Dean or the Vice President in developing an acceptable retraining plan. The resulting plan shall be reviewed and approved by the receiving department, the Faculty Resources Committee, the Division Dean, and the appropriate Vice President. Reassignment will take place on a date indicated in the approved plan providing the requirements of the plan have been met.

4) A faculty member whose retraining plan has been fully approved shall be eligible for the following assistance relative to retraining efforts:

a) Use of tuition reimbursement funds, federal, state, local, or other funds which may become available for retraining purposes.

b) Release time up to the equivalent of twenty-five percent of the faculty member's normal workload for one academic year. Such release time may be utilized over a period of no more than two years.

c) Noncompensated leave of absence for retraining purposes.

d) During a noncompensated leave of absence for retraining purposes and for a period of up to one year, the College shall continue the same fringe benefits program.

5) If a faculty member is reassigned to another department under the terms of this article, and a vacancy should occur in the former department, the faculty member shall have the right of first refusal to be reassigned back to the former department. In the event that two or more faculty members have been reassigned from the same former department, the right of first refusal will be given first to the faculty member with the most seniority.

Section G. Departmental Review: A faculty member who has been reassigned to another department under the terms of this article shall be subject to the following conditions:

1) The receiving department shall review the job performance of the reassigned faculty member at least once each semester (twice each academic year), during a period not to exceed four semesters (two academic years).

2) The criteria to be used in this review process shall be the Faculty Evaluation Guidelines (Article 52).

3) The purposes of this review shall be to evaluate critically the faculty member's effectiveness in fulfilling new responsibilities and to offer assistance and advice on any aspects of the faculty member's performance in need of further attention and improvement. The accomplishments, strengths, and progress made by the faculty member will also be identified in the review. Upon the receipt of a positive review after the first, but no later than the fourth semester (second year), this special review process will terminate.

4) If the reviewing department is dissatisfied with the performance of the faculty member after reasonable efforts have been made to provide advice, guidance, and opportunities for retraining, the department shall refer the matter to the appropriate Division Dean for recommendation to the appropriate Vice President who shall make a recommendation to the President. This recommendation should be made no later than the end of the third semester (one and one-half years) of the review period.

5) The President, after reviewing the faculty member's performance, the circumstances involved, the recommendation of the department, the recommendation of the appropriate Division Dean, and the recommendation of the appropriate Vice President, shall make a determination on the feasibility of retraining and/or reassignment of the faculty member to

another position at the College. In the event the President does not recommend additional retraining or reassignment, the Board of Trustees and the Faculty Association shall be notified and the Association may communicate its views prior to final action by the Board.

Section H. Recall: Recall may result because of an additional need for faculty, program reestablishment or the alleviation of financial exigency. A tenured faculty member who is laid off will retain seniority at the effective date of layoff for up to three (3) years. During that three-year period, the faculty member shall be notified of any professional vacancy in the College that the faculty member is then qualified to fill. Recall shall proceed according to the principles of seniority. Recalled faculty shall be reappointed at the same rank and employment status held at the time they were laid off. If the laid-off faculty member is not recalled within the three-year period, the faculty member's appointment and seniority shall automatically be terminated.

ARTICLE 9 - VACATION LEAVE

Section A. Accumulation: Twelve (12) month nonteaching faculty shall be granted annual vacation leave of twenty-four (24) working days during each year of service within the college. This would be in addition to all college holidays.

Twelve (12) month and ten (10) month nonteaching faculty shall accumulate vacation leave at the rate of two working days per calendar month.

Leave may accumulate to a total of thirty-eight (38) working days the first year of this contract, thirty-six (36) working days the second year of this contract, and thirty-five (35) working days the third year of this contract.

Twelve (12) month teaching faculty shall be granted as vacation leave all academic holidays with the exception of their normal summer teaching assignments.

Vacation leave may be taken at such time as may be deemed appropriate by the faculty member's appropriate administrator. Faculty members terminating employment shall receive all accumulated vacation leave before the effective date of resignation.

Section B. Individuals Who Are Paid From Grants:

Notwithstanding any other provision of this article, the annual accumulation for full-time individuals hired on or after September 1, 1982, and paid from grants shall be one and one-fourth (1 1/4) days per month for a total accumulation of fifteen (15) days per year.

ARTICLE 10 - SICK LEAVE

Section A. Authorization by College: Members of the faculty, other than persons having temporary appointments, shall earn sick leave at the rate of twelve (12) days per year. This leave will be credited at the rate of one (1) day per month. These credits become cumulative up to a maximum of two hundred four (204) days the first year of this contract, two hundred eight (208) days the second year of this contract, and two hundred twelve (212) days the third year of

this contract. The unit of computation for sick leave credits shall not be less than one-half day. Sick leave constitutes absence for reasons of illness or injury, dental, optical or medical appointments, quarantine regulations and serious illness in the immediate family or household requiring care and attendance by the employee or when through exposure to a contagious disease a physician certifies that the employee's presence at place of duty jeopardizes the health of others.

Immediate family includes parents, spouse, children, brother, sister, grandparents, grandchildren or any person who is an actual member of an employee's household. Charges against earned sick leave credits shall be made only when absence for illness occurs on a workday. Sick leave credits cannot be earned for periods of leave of absence without pay.

Each member of the full-time faculty shall at the beginning of the academic year contribute one day of sick leave from his or her sick leave accumulation each year. These sick leave days will be accumulated in a catastrophic sick leave bank and would be available to each contributor who has exhausted individual sick leave and is required to be on leave because of a verifiable illness or disability. The maximum amount that any one person can draw from this bank is ninety (90) days. Disputes regarding the verification of illness shall be resolved by the College physician.

After completion of five (5) years of service, members of the faculty shall be granted, in addition to earned sick leave, up to a maximum of thirty (30) days of sick leave providing a certificate or affidavit provided by the attending physician showing the incapacity or inability of the member to perform duties is submitted to the College. Any of the 30 days that were not used as a result of this provision will be held in a separate "bank" to be used in the future. This provision is a contract grant of thirty (30) days sick leave and can be used as needed during an individual's employment at the College.

In addition, members of the faculty who have not accumulated the necessary sick leave credits may be granted by the President, a maximum of thirty (30) days advance sick leave which shall not be deducted from future accumulations of sick leave.

Section B. Sick Leave at Half-Pay: After all earned sick leave credits have been used, full-time faculty having continuing appointments may, upon the approval of the President, be granted sick leave with one-half pay for a period of six months continuing from the expiration of the normal sick leave period.

Section C. Authorization by Board of Trustees: In unusual circumstances where undue hardship is evident, sick leave with half-pay, in addition to that already authorized in Section B may be granted by the Board upon the recommendation of the President.

Section D. Substitutes: Paid substitutes will be provided from the first day on a planned sick leave absence when advance notice is given. The Department Chairperson or Director shall immediately notify the appropriate Dean or Vice President when there is written notification from a physician at least one week in advance of sick leave absence for medical treatment (surgery, etc.). Paid substitutes may be provided for faculty on sick leave whenever, in the judgment of the respective department and the appropriate Dean and/or Vice President, such substitutes are necessary. Only when unforeseen sick leave necessitates coverage for one week or less, coverage shall be without compensation.

Section E. Reporting: When absence is necessary under the provisions of sick leave, the faculty member or person acting in his/her stead must notify the office of the appropriate Dean/Director or designee in a timely fashion so that adequate provision can be made to cover the absence. A standardized form will be developed for this reporting with a copy provided for the individual. Faculty members are expected to submit a signed statement, monthly for teaching faculty and biweekly for nonteaching faculty, indicating the amount of leave taken during the period. The forms for reporting leaves are attached as Appendix A. Failure to submit this form by the appropriate return dates will result in a loss of accumulated leave for that period. No accumulation will be recorded until the necessary forms are completed

to the current date. If the above procedure cannot be followed due to illness, appropriate credit will be given at the time the individual returns to work.

ARTICLE 11 - PARENTAL LEAVE:

Section A. Notification of Pregnancy: A faculty member who is pregnant shall notify the appropriate department head, Division Dean, or Vice President in writing of the desire to take leave, and shall give such notice as soon as possible. The faculty member shall provide the College with the attending physician's approval of the length of time said faculty member may remain at work. The faculty member may, with the attending physician's approval, continue in active employment as late as said approval indicates.

Section B. Charging of Leave: All or any portion of a leave taken by a pregnant faculty member because of, connected with, or resulting from said pregnancy may be charged to available vacation leave or sick leave in accordance with Articles 9 and 10.

Section C. Additional Leave: A faculty member shall be entitled upon request to additional unpaid leave to be taken up to one year after birth. Application shall be made according to the provisions of Article 18, (Other Leaves of Absence).

Section D. Child Rearing: A member of the faculty may be granted leave for child rearing in accordance with the guidelines established under Article 18 (Other Leaves of Absence).

Section E. Return from Leave: A faculty member on leave shall be treated in accordance with the provisions of Article 19 (Rights and Benefits of Faculty Members on Leave).

ARTICLE 12 - ADOPTION LEAVE

Section A. Leave: A member of the faculty who is adopting a minor child may be granted leave in accordance with the guidelines established under Article 18 (Other Leaves of Absence).

Section B. Return: A member of the faculty has the right to be reinstated in a position of equivalent pay within one year from the adoption date in accordance with the provisions of Article 19 (Rights and Benefits of Faculty Members on Leave).

ARTICLE 13 - LEAVE FOR PROFESSIONAL ADVANCEMENT FOR THE
BENEFIT OF THE COLLEGE

Section A. Policy: A restricted number of leaves for professional advancement may be made available to members of the faculty who meet the requirements set forth. The objective of such leave is to increase each person's value to the College in relation to the Annual College Goals and thereby improve and enrich its program. Such leave shall not be regarded as a reward for service nor as a vacation or rest period occurring automatically at stated intervals.

Section B. Purpose: Leaves for professional advancement shall be granted for study, formal education, research, writing, or other experience of professional value.

Section C. Eligibility: Members of the faculty who have completed at least six years of service within the College, or who, if they previously have had a leave for professional advancement, or sabbatical leave and have completed at least six years of service within the college from the date of return from their last leave, shall be eligible for leave for professional advancement.

Section D. Terms and Conditions: Leaves for professional advancement may be granted for periods of one year at rates not to exceed one-half salary or for periods of one-half year at rates not to exceed full salary. Members of the faculty on leave for professional advancement may, with the prior approval of the President, accept fellowships, grants-in-aid or earned income to assist in accomplishing the purpose of their leaves. In such cases, the President may adjust the leave for professional advancement salaries to reflect such income, either prior to or during the periods of such leave, so that total compensation shall not exceed the total gross income of the individual for the period if said individual was not placed on the leave for professional advancement.

Section E. Applications: Applications for leaves for professional advancement shall be submitted to the appropriate Vice President, the Division Dean and to the elected faculty Ad Hoc Committee on Leaves for Professional Advancement as early as possible, usually about the first of January but in no event later than March 1. The College Development

Officer shall be an ex officio standing member of the aforementioned committee. Each application shall include a statement outlining the program to be followed while on leave, indicating any prospective supplementary income and stating that the applicant intends to continue as a member of the faculty for at least one year of service upon return from the leave, and will also submit a comprehensive leave for professional advancement report to the President within three months from the date of return.

Section F. Procedures: Copies of the application are to be presented to the appropriate Department Chairperson, Division Dean, Vice President, and the Ad Hoc Committee on Leaves for Professional Advancement. The faculty Ad Hoc Committee will then review the applications and make its recommendations to the President of the College. The Vice Presidents then recommend to the President the number of faculty who should be granted leave. The final recommendation to the Board of Trustees will be made by the President, in consideration of the above recommendations and the financial position of the College.

Section G. Approval: The Board may grant such leaves for professional advancement as it deems appropriate, upon the recommendation of the President.

Section H. Substitutes: During the absence on leave for professional advancement of members of the faculty, the President shall make appropriate arrangements for carrying on the

activities of the college with due regard to the reasonable workload of other members of the faculty. Persons on leave shall not be required or permitted to contribute toward the salary of substitutes during their absence.

ARTICLE 14 - BEREAVEMENT LEAVE

In the event of death in the immediate family, a faculty member shall be eligible for four (4) working days with pay. "Immediate family" shall include mother, father, mother-in-law, father-in-law, spouse, child, brother, sister, grandparents, grandchildren, or any other individual who is an actual member of the faculty member's household. Normally said absence is to be reported to the appropriate Division Dean or Vice President on the first day.

ARTICLE 15 - PERSONAL LEAVE

Each ten (10) month faculty member and twelve (12) month teaching faculty member will receive three (3) Personal Leave days per fiscal year to be used for personal business. Each twelve (12) month nonteaching faculty member will receive four (4) Personal Leave days per fiscal year.

Personal Leave days will not accumulate from year to year. Such leave must have the approval in advance by the appropriate administrative person. Unused Personal Leave days will be added to the person's sick leave bank at the end of the year.

ARTICLE 16 - LEAVE FOR JURY DUTY, COURT ATTENDANCE OR
OFFICIAL HEARING

On proof of the necessity of jury duty, attending court, or official hearing pursuant to subpoena or other order of the court, any faculty member shall be granted a paid leave of absence. The appropriate administrative person shall be notified in advance by said faculty member requesting such leave.

Upon notification to serve jury duty, the individual will advise the appropriate Vice President or Division Dean. In order to best accommodate the individual's work schedule, the College will seek a deferment. Substitutes for faculty on leave for jury duty shall be paid from the first day.

Any faculty member who takes jury duty leave shall remit to the College all remuneration received for jury duty less parking and mileage fee reimbursement during the period of leave.

ARTICLE 17 - MILITARY DUTY

Any faculty member who is required to render ordered military duty shall notify as soon as possible the appropriate Vice President and such leave will be granted as authorized under the laws of the State of New York (Section 242 of the Military Law). The time allowed for such military leave shall be reported to the appropriate authorities in conformance with the prescribed regulations.

ARTICLE 18 - OTHER LEAVES OF ABSENCE

Section A. Application: Applications for leaves of absence, without salary, shall be made to the President. Each such application shall include a statement of the purpose for which the leave is requested, its anticipated duration, and its value to the applicant or the college.

Section B. Approval: The President may grant members of the faculty, other than persons having temporary appointments, other leaves of absence, without salary, not to exceed a total of three (3) months during each year of service. The Board, after receiving the recommendation of the President, may grant such persons leaves of absence, without salary, for a period not to exceed a total of six (6) months during each year of service. The Board, after receiving the recommendation of the President, may grant such persons leaves of absence without salary for any period beyond six (6) months.

Section C. Notification: The College shall notify applicants for such leave in a timely fashion.

ARTICLE 19 - RIGHTS AND BENEFITS OF FACULTY MEMBERS ON LEAVE

Section A. Faculty members on noncompensated leave for professional advancement shall upon their return begin receiving compensation and advancement of seniority as though they had been employed by the College during such leave. Faculty members on noncompensated leave receive no economic fringe benefits paid by the College while on leave. Arrangements may be made by the individual to maintain health insurance,

life insurance, and disability insurance at the expense of the individual while on leave. While on compensated leave faculty members shall continue to receive the benefits and protection of this contract.

Section B. Notwithstanding anything contained in this article, no leaves of absence shall be deemed to extend the terms of members of the faculty having term appointments, and all leaves of absence shall, in any event, terminate upon the expiration of such terms.

Section C. Faculty members on noncompensated nonprofessional leave shall be reinstated at the rank and seniority held at the time of their departure. The salary for a returning faculty member will be computed by using the base salary previously paid plus the raise for the year in which the person returns.

ARTICLE 20 - HEALTH INSURANCE

Section A. Basic Plan: All faculty shall be entitled to membership in the Blue Cross/Blue Shield Rochester Plan including the Blue Million Preferred Program, Maternity Rider, X-ray Rider, and the Dependent Student Rider to Age 23.

The College will pay the full cost of the Blue Cross/Blue Shield Rochester Plan including the Blue Million Preferred Program, Maternity Rider, X-ray Rider and Dependent Student Rider to Age 23. Any rate increases on or after September 1, 1987, will be shared equally by the individual and the College.

Section B. Alternative Health Care Plan: Faculty members covered by this Agreement shall be given the opportunity to participate in the Genesee Valley Group Health Association, Preferred Care Plan, or Rochester Health Network. If an individual chooses to participate in any of these plans, the College will pay a portion of the cost of these plans in exactly the same amount as is paid to the individual participating in the Basic Plan. The additional costs shall be paid by the individual through payroll deductions.

Section C. Health Insurance Coverage for Retired Faculty:
(See Article 26, Section F).

ARTICLE 21 - DENTAL INSURANCE

All full-time faculty shall be eligible to enroll in the Blue Cross/Blue Shield modified Smile Saver II Program. This program includes 70% for Class II, (Basic Restorative), 70% for Class III (Major Restorative), and 50% for Class IV (Orthodontic) services. This coverage applies to the Blue Cross/Blue Shield Schedule of Allowances.

The College will pay the full cost of this protection.

ARTICLE 22 - LIFE INSURANCE

All full-time faculty up to age 65 shall be entitled to membership in The Liberty Mutual Insurance Company Program. The College reserves the right to change insurance carriers as long as comparable benefits are provided. This program consists of an amount of insurance equal to two and one-half times the annual salary to a maximum of \$250,000.

Any faculty member electing to participate in this program shall have 50 percent of this premium paid by the College.

If available through the carrier, individual faculty members may add an additional 1 1/2 times their annual salary at their own expense.

ARTICLE 23 - DISABILITY INSURANCE

All faculty of the College shall be eligible for membership in the Teachers Insurance and Annuity Association (TIAA) College Group Disability Program. The total disability insurance program includes a monthly waiver benefit which provides for payment of retirement premiums while the individual is receiving disability benefits. For new faculty members of the College there is a one-year waiting period for actual enrollment. This program, subject to a six-month waiting period by the enrolled faculty member, provides 60 percent of the basic monthly salary to a maximum monthly income benefit of \$3,000.

The above benefits are reduced by any Social Security payments or disability payments payable under New York State Teachers Retirement System or New York State Employees' Retirement System.

The disability insurance program shall contain the TIAA 3% escalator clause. Any faculty member electing to participate in this program shall have 50 percent of this premium paid by the College.

ARTICLE 24 - NEGLIGENCE INSURANCE

The College agrees to provide negligence insurance protection including protection for the faculty member against malpractice, products liability, and corporal punishment. The amount of this protection is \$10,000,000.

ARTICLE 25 - TUITION REIMBURSEMENT

The College agrees to budget the amount of \$25,000 per year for tuition reimbursement. This reimbursement is available only for courses at duly accredited colleges and universities.

A deadline of August 31 preceding each year of this contract shall be established for the submission of any request for tuition reimbursement. Any requests submitted later than August 31 will only be considered after the initial approved requests have been honored. The maximum amount available for any year is \$1500 per individual. The amount available will be prorated when the total approved request exceeds the budgeted amount.

A voucher policy will be established with any colleges or universities that agree to payment by voucher. If a voucher payment is not possible, payment for tuition of an approved request will be made to the individual who can satisfactorily show proof of enrollment. It is the requirement of the individual who has received a tuition payment to notify the College of a successfully completed course. If a course is not successfully completed, the individual must reimburse the College through payroll deduction.

ARTICLE 26 - RETIREMENT

Section A. Membership in Retirement Programs: Members of the faculty, other than persons having temporary appointments, may if eligible become members of any one of the following systems: New York State Employees Retirement System, New York State Teachers Retirement System, or Teachers Insurance and Annuity Association (TIAA) and College Retirement Equities Fund (CREF).

In accordance with New York State regulations, a faculty member not electing a system within thirty (30) days of the faculty member's eligibility date will automatically become eligible only for the New York State Teachers Retirement System. The retirement program shall be fully paid by the College to the extent permitted by law.

Section B. Mandatory Retirement: Continuing appointments shall terminate on August 31 next succeeding the seventieth (70) birthday of the faculty member on continuing appointment.

Section C. Voluntary Retirement: Members of the faculty who wish to retire at an age earlier than seventy (70) under the provisions of the retirement systems of which they are members, shall prior to applying for such retirement, notify the President with respect to the effective date of such retirement.

Section D. Emeritus Status: Members of the faculty, other than those having temporary appointments, who meet the

following conditions are eligible for Emeritus Status:

- 1) Completed a minimum of ten (10) years of full-time service at the College;
- 2) Have achieved the rank of Professor or Associate Professor;
- 3) Have retired in accordance with the provisions of Section B or Section C of this article;
- 4) Or who have retired because of incapacity in accordance with the provisions of Article 7, Section C, of this agreement.

Individuals who meet the above requirements may be granted Emeritus their professional rank as of the time of their retirement by action of the Board of Trustees acting upon the recommendations of the department involved, the Division Dean, appropriate Vice President and the President.

Professional rank emeritus shall carry with it such of the following privileges as are relevant and possible; use of the library, recreational and study facilities, use of office and laboratory space, eligibility for research grants, and representation of the college in professional groups, Academic Governance Organization, college mailing address, secretarial help, faculty dining privileges, and participation in convocations and academic processions.

Section E. Application of Unused Sick Leave: All members, except members of the New York State Teachers Retirement System, are granted application of unused sick leave as

additional service credited towards their retirement program, (not to be paid in cash to the individual) upon retirement up to a total of 200 days.

Section F. Health Insurance Coverage for Retired Faculty:

For those retired faculty with fifteen (15) or more years of full-time service or for those retired faculty with a minimum of 12 years full-time service who have reached age 65 at the time of retirement, the College agrees to provide fully paid Blue Cross/Blue Shield coverage. For those faculty who are eligible for Medicare, the College agrees to provide the Rochester Blue Cross/Blue Shield Supplemental Plan which increases their coverage to that approximating the non-Medicare faculty.

As in the past, the Board may grant the above benefit to a retiree with less than fifteen (15) years of service.

ARTICLE 27 - INSURANCE ANNUITY REDUCTION

The College agrees to make available payroll reductions for deferred annuities. The College will maintain a list of six carriers jointly approved with the Faculty Association.

ARTICLE 28 - SAVINGS AND CREDIT UNION

The College will provide payroll deduction services for the Rochester and Monroe County Employees Federal Credit Union.

ARTICLE 29 - ONE-CHECK PAYROLL DEPOSIT

The College will continue to provide a one-check payroll deposit plan during the life of this contract.

ARTICLE 30 - FACULTY ASSOCIATION OFFICE

The College agrees to provide an office, if possible centrally located, and a desk, chair, telephone, file cabinet, and a typewriter for the Faculty Association. The Association agrees to pay the cost of the telephone trunk line, local calls, tie line calls and long distance calls.

ARTICLE 31 - ADJUNCT FACULTY:

Section A. Purpose and Implementation: This article and this article alone will contain the benefits, working conditions, and salary for Adjunct Faculty. The purpose of this article is to recognize the contributions of adjunct faculty, to attract and maintain a high calibre of adjunct staff, and to ensure the continued quality of education at Monroe Community College. Both parties agree that nothing in the article shall be the basis for discrimination for reason of age, race, color, religion, sex, national origin, marital status or physical disability.

Section B. Professional Working Conditions:

1) Office Space and Integration into the Professional and Intellectual Life of the College: A committee consisting of three College and three Faculty Association appointees shall periodically make recommendations on ways to provide office space for the use of part-time and adjunct faculty to integrate adjunct and part-time faculty into the intellectual and professional life of the College.

2) Mailfolder Locations: All adjunct faculty will have a mailfolder in the central mailroom and will be provided appropriate mail service (via central mailfolders, departmental mailfolders, postal service, etc.) by their individual departments.

3) Listing in the College Directory and Bulletin: All adjunct faculty shall have an opportunity to be included and listed as such in the College Directory. After four (4) cumulative semesters of employment, adjunct faculty shall have an opportunity to also be listed in the College Bulletin if they request such listing.

4) Orientation - College and Departmental: A college-wide orientation for all new adjunct faculty will be provided each semester. Additionally, department orientations shall also be held at the beginning of each semester for adjunct faculty.

5) Announcements: When a full-time vacancy occurs, adjunct faculty shall be notified by an announcement which will be posted in the mailroom.

Section C. Assignment of Available Courses: Departments are responsible for developing and implementing procedures for assigning available courses to adjuncts. These procedures must, of course, be consistent with general College policies (on Affirmative Action, etc.). After full-time faculty have satisfied their base load and after the overload requirements of full-time faculty are met, the balance of the courses will be staffed by part-time or adjunct faculty.

Among criteria to be considered are: credentials, relevant professional experience, relevant community involvement, teaching evaluations, number of semesters taught and specific course experience. The Office of the Vice President of Academic Affairs or designee shall annually provide two months prior to the beginning of the fall semester an updated list of the courses taught, when taught, and the number of times taught by an adjunct. Departmental procedures must facilitate the process for the timely appointment and employment of adjunct faculty. An adjunct faculty member may teach no more than nine contact hours in any one semester. Exceptions to this limit may be agreed to jointly by the Vice President for Academic Affairs and the Faculty Association.

Section D. Compensation:

<u>Rank</u>	<u>Amount per Contact Hour</u> <u>Per Semester</u>		
	<u>1987-88</u>	<u>1988-89</u>	<u>1989-90</u>
Adjunct Instructor	\$ 399	\$ 415	\$ 432
Adjunct Assistant Professor	446	464	482
Adjunct Associate Professor	499	519	540
Adjunct Professor	579	602	626

Section E. Benefits:

1) Adjunct faculty shall be covered by negligence insurance in the same amount as full-time faculty; and to the extent required by law - worker's compensation, unemployment benefits, and retirement programs.

2) Adjunct faculty may participate in the health insurance program of the College (Article 20) at no cost to the College.

3) After one semester of teaching at the College, adjunct faculty may obtain a tuition waiver for one course at Monroe Community College that is deemed professionally relevant and approved by the appropriate Department Chairperson and Division Dean.

Section F. Academic Freedom: Academic freedom applies to adjunct faculty.

Section G. Application: The following articles of the contractual agreement shall apply to adjunct faculty:

Article 1 - Definitions, Sections B, C, D, and E.

Article 3 - Recognition, Sections A(1), C, D, and E.

Article 4 - Governance, Section B

Article 6 - Faculty Personnel Records

Article 24 - Negligence Insurance

Article 27 - Insurance Annuity Reduction

Article 28 - Savings and Credit Union

Article 29 - One-check Payroll Deposit

Article 31 - Adjunct Faculty

Article 36 - Reduced Teaching or Workload

Article 38 - Contract Legality

Article 39 - Contract Administration

Article 40 - Contract Printing and Distribution

Article 41 - Rights of the Board of Trustees

Article 43 - Grievance Procedures

Article 54 - Final Provisions

ARTICLE 32 - PLANNING OF FUTURE BUILDINGS AND MODIFICATION
OF PRESENT BUILDINGS

The Facilities Committee shall contain one member selected by the President of the Faculty Association.

ARTICLE 33 - PARKING

The College shall provide cost-free reserved parking facilities for the faculty and staff in the administrative loop and parking lots A-1, A-2, B-7, and B-8.

ARTICLE 34 - INVOLVEMENT IN THE ANNUAL COLLEGE BUDGET

At the request of either party it is agreed that the Faculty Association Budget Committee shall meet with the President or a designee to discuss and exchange ideas and advice on matters relating to the budget.

ARTICLE 35 - ANNUAL COLLEGE BUDGET

Copies of the official annual College budget shall be made available upon the request of any faculty member.

ARTICLE 36 - REDUCED TEACHING OR WORKLOAD

The President of the Faculty Association, other Association officers, and, during any year in which negotiations are conducted for a complete successor agreement, the negotiating team, will be granted special consideration in the way of workload reduction. As an example, mini-negotiations shall be specifically excluded from workload reduction consideration. For the purpose of this Article, the negotiating teams shall consist of no more than four (4) members including the Chief Negotiator.

ARTICLE 37 - HOLIDAYS

All-College holidays are as follows: New Year's Day, Martin Luther King's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day and the week days through the end of the year.

The Official College Calendar shall indicate those days on which all offices of the College are closed. Should a holiday fall on a Saturday, then the preceding Friday shall be observed as a holiday; should a holiday fall on a Sunday, then the following Monday shall be observed as a holiday.

ARTICLE 38 - CONTRACT LEGALITY

If any provision of this Agreement is held to be contrary to law, then such provision will be termed valid only to the extent permitted by law, but all other provisions of this Agreement will continue in full force and effect.

ARTICLE 39 - CONTRACT ADMINISTRATION

A designated representative of the President of the College and the Faculty Association shall meet on a regular basis to advise in the areas of official work rules, policies, directives, procedures, and practices of custom that are consistent with the terms and conditions of this contract and statutory law. All opinions rendered by such individuals shall be considered advisory.

ARTICLE 40 - CONTRACT PRINTING AND DISTRIBUTION

Copies of the Agreement shall be printed at the expense of the College and distributed to all faculty members represented by the Faculty Association.

ARTICLE 41 - RIGHTS OF THE BOARD OF TRUSTEES

The Board of Trustees of Monroe Community College, on their own behalf and on behalf of the President of the College, hereby retain and reserve unto themselves all rights, powers, authority, duties and responsibilities conferred upon and vested in them by the laws of the State of New York and the laws of the United States.

The exercise of these rights, powers, authority, duties and responsibilities by the Board and President and the adoption of such rules, regulations and policies as they may deem necessary shall be limited only by the specific and express terms of this Agreement.

ARTICLE 42 - BOARD OF TRUSTEES' POLICY MANUAL

Section A. If there are procedures concerning terms and conditions of employment outlined in the Board of Trustees' Policy Manual and these procedures are not followed, then the violation of these procedures is subject to the grievance procedures outlined in this Agreement. Changes, additions or amendments to the Board of Trustees Policy Manual may be initiated by the appropriate faculty governance organization committee and implemented upon approval by the President and the Board of Trustees. If the President disagrees with a change in procedures forwarded by the faculty governance organization, then the President or a designee shall indicate the reasons for disagreement and shall discuss those reasons with the appropriate faculty governance organization committee.

Section B. If the President or the Board of Trustees initiates any change in the present Policy Manual, the proposed change shall be forwarded to the faculty governance organization for its views. The faculty governance organization shall receive notice of the proposed change twenty (20) working days in advance of the effective day when classes are in session and thirty (30) working days in advance when classes are not in session.

Section C. In any case where policies require notice to the faculty governance organization notice shall also be sent to the Faculty Association.

ARTICLE 43 - GRIEVANCE PROCEDURES

Section A. Declaration of Policy:

1) The term "grievance" as used herein shall mean any complaint by any person covered by this Agreement, the College or the Faculty Association on its own behalf that there has been a violation, misinterpretation or inequitable application of any of the provisions of this Agreement.

2) This contract shall not provide for the handling of alleged grievances which occurred prior to the signing of this contract nor shall it prejudice in any way any of the other rights which said faculty member or members have at their disposal.

3) Grievances shall follow the procedures outlined in Section B below. The termination of employment by the College shall not be the subject of a grievance. This does

not deny to any member existing rights under Article 7 (Termination) of this Agreement.

4) Every person or group of persons covered by this Agreement shall have the right to present grievances in accordance with the appropriate procedures. Grievances must be initiated in writing within twenty-five (25) working days after a person or group actually knew of the act or condition on which the grievance is based.

5) Every person or organization who has the right to bring a grievance hereunder has the right to be represented at all stages thereof by any representative of the person's choice, except that, if the Faculty Association is not chosen as the representative of the grievant, it shall have the right to have a representative present at each stage of the grievance procedure, which representative may participate to the extent of presenting the position of the Faculty Association.

6) In any instance where the Faculty Association is not represented in the grievance procedures, the administrator making the decision will notify the Faculty Association in writing of the resolution of the grievance at each level. The Faculty Association may appeal any grievance which seems either to violate any term of the contract or to affect working conditions of the employees in the bargaining unit.

7) The failure of an administrator at any level to communicate a decision to the grievant within the proper time

limit shall permit the grievant to proceed to the next stage of the grievance procedure.

8) The failure of a person or the Faculty Association to appeal a grievance to the next higher stage within the proper time limits shall constitute a withdrawal and shall bar further action on the grievance.

9) Hearings and conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all interested parties to attend. Said hearings shall be scheduled when possible to avoid interference with class schedules. When such hearings and conferences are held during class or working hours, all persons whose presence is required shall be excused for that purpose without loss of payment from Monroe Community College.

Section B. General Procedures: All grievances shall be presented and adjusted in the following manner:

1) Step One - All grievances shall, whenever possible, be discussed first between the grievant and the grievant's supervisor (e.g. Department Chairperson, Director) in an informal and face-to-face contact to attempt in good faith to resolve the difference between them without invoking the steps as hereinafter set forth.

2) Step Two - The grievant, or the grievant's representative, shall formally initiate the grievance by presenting it in writing to the immediate administrative

person who shall have authority to render a decision disposing of the grievance. If such grievance is not satisfactorily resolved at Step Two within six (6) working days, the administrator's decision shall be communicated in writing to the grievant and to the grievant's representative before the end of the seventh (7) working day after the grievance has been presented.

3) Step Three - If the grievance has not been resolved at Step Two, the grievant or Faculty Association may appeal the decision to the President* of Monroe Community College within (10) working days after receiving second step disposition. The President's decision shall be communicated in writing together with the supporting reasons to the grievant, the grievant's representative and/or to the Faculty Association within fifteen (15) working days after being received by the President.

4) Step Four - If a grievance has not been resolved at the conclusion of Step Three, it may be appealed to arbitration pursuant to written notice filed with the President within fifteen (15) working days after receipt by the grievant and the grievant's representative of the decision rendered by the President. The arbitrator shall be selected by the parties from a list of arbitrators submitted in accordance with the rules of the American Arbitration

*The term President as used herein shall mean in the absence of the President of the College, the Acting President.

Association. The arbitrator's decision shall be in writing and shall set forth findings of fact, conclusions, and order which shall be binding on all parties. The arbitrator shall not have authority to add to, subtract from or modify the express provisions of this Agreement or any provisions incorporated by reference herein. The cost of arbitration, including the fees and expenses of the arbitrator, shall be shared equally by the parties. In the event that the Faculty Association does not represent the individual in a grievance action taken to arbitration, the cost and expenses will be shared equally by the grievant and the College.

Section C. Procedure for College Grievances:

1) The College shall have the right to initiate a grievance. This grievance shall be initiated within twenty-five (25) working days after the College actually knew of the act or condition upon which the grievance is based.

2) Step One - All grievances shall be discussed first in an informal and face-to-face contact, between a representative of the College designated by the President and a representative of the Faculty Association designated by the President of the Faculty Association, to attempt in good faith to resolve the differences between them without involving steps as hereinafter set forth.

3) Step Two - If the grievance is not settled through discussion, the College shall formally initiate its grievance by presenting it in writing to the President of the

Faculty Association. The final determination at Step Two of the grievance shall be made by the President of the Faculty Association. The President of the Faculty Association shall communicate the position of the Faculty Association in writing to the President of the College within fifteen (15) working days.

4) Step Three - If the College grievance has not been resolved at the conclusion of Step Two, it may be appealed to arbitration pursuant to written notice filed with the President of the Faculty Association within fifteen (15) working days after receipt by the College of the position decided by the Faculty Association. The arbitrator shall be selected by the parties from a list of arbitrators submitted in accordance with the rules of the American Arbitration Association. The arbitrator's decision shall be in writing and shall set forth findings of fact, conclusions and order which shall be binding on all parties. The arbitrator shall not have authority to add to, subtract from, or modify the express provisions of this agreement or any provisions incorporated by reference herein. The cost of arbitration, including the fees and expenses of the arbitrator, shall be shared equally by the parties.

ARTICLE 44 - COMPENSATION

Section A. Faculty Salary: The annual base salary of all full-time faculty shall be increased as follows:

	<u>Ten-Month</u>	<u>Twelve-Month</u>
9/1/87 - 8/31/88	6.55%	6.55%
9/1/88 - 8/31/89	2.1% of base salary + \$1,768	2.1% of base salary + \$2,122
9/1/89 - 8/31/90	3% of base salary + \$1,452	3% of base salary + \$ 1,743

Section B. Paraprofessional Salaries: Technical Assistant and Advisor:

	<u>Ten-Month</u>	<u>Twelve-Month</u>
9/1/87 - 8/31/88	6.55%	6.55%
9/1/88 - 8/31/89	2.1% of base salary + \$1,768	2.1% of base salary + \$2,122
9/1/89 - 8/31/90	3% of base salary + \$1,452	3% of base salary + \$ 1,743

Section C. Ranges: The following salary ranges shall apply:

TEN-MONTH	<u>Entry Level</u>			<u>Maximum Salary</u>		
	<u>87/88</u>	<u>88/89</u>	<u>89/90</u>	<u>87/88</u>	<u>88/89</u>	<u>89/90</u>
Technical Assistant & Advisor	\$10,946	\$11,383	\$11,839	\$24,328	\$25,544	\$26,822
Lecturer	16,000	16,640	17,030	34,000	35,700	37,485
Instructor	18,044	18,765	19,516	34,000	35,700	37,485
Assistant Professor	19,791	20,582	21,406	40,965	43,014	45,164
Bursar						
Assistant Controller						
Assistant Director						
Manager						

TEN-MONTH	<u>Entry Level</u>			<u>Maximum Salary</u>		
	<u>87/88</u>	<u>88/89</u>	<u>89/90</u>	<u>87/88</u>	<u>88/89</u>	<u>89/90</u>
Associate Professor Associate Director	22,702	23,610	24,554	48,192	50,602	53,132
Professor Director	26,197	27,245	28,335	53,245	55,907	58,703

Twelve month salary range will be plus 20% of the ten-month salary.

Section D. Method of Payment: Faculty on ten-month contract shall have the option to elect either a ten-month or twelve-month method of payment. Faculty member may make only one election for the year and must make this election before August 15 for the following academic year.

Section E. Overload Compensation: Faculty teaching an overload will be compensated as follows:

1) An individual's overload compensation shall be limited to no more than 9 contact hours per semester.

2) <u>Rank</u>	<u>Amount per Contact Hour Per Semester</u>		
	<u>1987-88</u>	<u>1988-89</u>	<u>1989-90</u>
Instructor	399	415	432
Assistant Professor	446	464	482
Associate Professor	499	519	540
Professor	579	602	626

Section F. Other Professional Work: Ten-month faculty members working in a professional capacity and extended beyond their ten-month contract will be compensated at the rate 10% per month of their current ten-month contract salary.

Section G. Nonprofessional Work: A faculty member working in a nonprofessional capacity will be compensated on an individually determined basis exclusive of this contract.

Section H. Department Chairperson Supplement:

Total of Full-time and Full-time Equivalent Faculty:

1 to 4.99	=	\$ 800
5 to 9.99	=	1,000
10 to 13.99	=	1,200
14 to 35.99	=	1,400
36 and above	=	1,600

Section I. Adjunct Supervision:

<u>Number of Adjuncts</u>	<u>=</u>	<u>Supervision Supplement</u>
11 - 20	-	\$2,000
21 - 30	-	3,000
31 - 40	-	4,000
41 - 50	-	5,000
51 and above	-	6,000

Section J. Community Service Courses: Compensation for community services courses shall be determined between the individual and the College exclusive of this contract.

Section K. Individuals funded by grants shall only be eligible for increases to the extent grant funds are available for this purpose.

ARTICLE 45 - SALARY EQUITY

Section A. A faculty person who is either an Instructor or Assistant Professor will have his/her salary (if necessary) adjusted up to the salary that would be equivalent to one standard deviation below the mean for his/her rank at the beginning of his/her first tenure year. The purpose of this adjustment is to remedy any inequities in initial hiring.

Section B. A faculty person who is an Assistant Professor will have his/her salary (if necessary) adjusted up to the average for Assistant Professor salaries for that year at the beginning of his/her tenth year of service.

Section C. A faculty person who is an Associate Professor will have his/her salary (if necessary) adjusted up to the average for Associate Professor salaries for that year at the beginning of his/her fifteenth year of service.

Section D. A faculty person who is a Professor will have his/her salary (if necessary) adjusted up to the average for Professor salaries for that year at the beginning of his/her twentieth year of service.

Section E. A faculty person who is a Professor will have his/her salary (if necessary) adjusted up to the salary that would be equivalent to one-half standard deviation above the average for his/her rank at the beginning of his/her twenty-fifth year of service.

Section F. During the first year of implementation, the appropriate adjustments would be made for individuals who have more years of service than the minimum needed.

Section G. Higher rank faculty who do not meet the number of years criteria for adjustment for their rank, but do meet the criteria for the lower rank, will be adjusted to the average for the lower rank, if necessary.

Section H. For salary adjustments that occur during year two (2) and three (3), the salary after adjustment, for each rank, will not be higher than the first year adjusted salaries plus the salary increase for year 1 and/or 2.

ARTICLE 46 - DEPARTMENT TEACHING LOADS

Section A. Departmental teaching loads shall remain the same as those required for the 1986/87 academic year as indicated by the departmental onload faculty teaching assignment inventory forms which originate in the office of the Vice President of Academic Affairs.

During the registration period, departments shall meet on a regular basis with the Vice President of Academic Affairs or a designee to consult about adjustments in the Master Schedule and to avoid problems connected with untimely course cancellations.

No full-time faculty member shall be required to teach evening classes as part of a full-time teaching load unless a full-time teaching load is not available during the day in the department. A teaching obligation shall not extend beyond the normal academic year.

Full-time teaching faculty shall have opportunities to fulfill their teaching obligation days, evenings, weekends, summers and through College-sponsored Community Services Courses. An overload teaching assignment may consist of only part of a particular course or section, thus allowing a course to be taught partially as overload.

Every effort shall be made to schedule each faculty member's teaching load within a six-hour period on any one day, except where the faculty member may request or agree in writing to an extended schedule.

Full-time faculty shall maintain each semester five (5) office hours per week scheduled for the convenience of the students.

Efforts shall be made to have at least a six-month lead time for departments to plan the master schedule. The Vice President for Academic Affairs may lower load requirements to account for special projects, courses, etc. assigned by the department or College.

Section B. Adjustments in teaching loads within and between departments at the divisional level may occur with no net increase/decrease in aggregate divisional loads. These adjustments may be instituted by the Divisional Dean or Department Chairperson in agreement with the other party.

Other Adjustments - Upon mutual agreement between the Department Chairperson and Divisional Deans, class sizes in the master schedule may be selectively adjusted upward.

In cases where class sizes are adjusted (resulting in student conversion credits or faculty professional development fund accrual - explained below) a 15 percent limit will apply with respect to increases in class sizes across the College.

Full-time Faculty - Load Applications of Increased Class Size Adjustments: Class sizes of full-time faculty which are adjusted upwards shall be credited toward teaching load on the basis of student faculty (S/F) ratio as determined by actual student credit hours divided by actual faculty contact hours (FCH) for the preceding year, as follows:

DEPARTMENT S/F Ratio	STUDENT CONTACT HOURS	FACULTY CONTACT HOURS
less than 14	17	= 1 FCH
equal to or greater than 14 but less than 18	20	= 1 FCH
equal to or greater than 18*	23	= 1 FCH

*Excepting English Department writing courses where the conversion factor is 20 Student Contact Hours.

Faculty Professional Developmental Fund Applications. Faculty may contribute to a Faculty Professional Development Fund as follows: (1) class size adjustment increases for full-time faculty in excess of load applications, (2) contact hours taught by full-time faculty which are neither applied to load nor treated as overload, (3) all increases in class size made for adjunct faculty. Student credit hours accrued in this manner shall contribute to the Fund at the rate of state base aid per student FTE - and distributed as follows

in the subsequent year that they are earned: one-half to the generating department, one-quarter to the generating division, and one-quarter to division deans - for use in faculty professional development projects.

The computation of student contact hours/student credit hour conversions shall be made as of the SUNY census date.

ARTICLE 47 - OFF-CAMPUS EXPENSE

For approved travel, the College will reimburse twenty-one cents (\$.21) per mile for use of personal car in accordance with the College travel rules. The College will also reimburse for paid parking expense in accordance with the above mentioned rules.

ARTICLE 48 - TUITION WAIVER

The College shall provide a tuition waiver program for all full-time faculty, their spouses, dependent children and dependent stepchildren. The waiver of tuition shall be limited to a total budget amount of \$55,000 the first year of the contract, \$60,000 the second year of the contract, and \$65,000 the third year of the contract. If any of the above limits are exceeded in any one year, this benefit shall be prorated with the individual responsible for the balance. This balance must be paid immediately, or arrangements may be made with the Personnel Office for payroll deduction.

In a class section where tuition waiver students are enrolled the College will, where facilities permit, increase the class size above the maximum by a number equivalent to

the number of tuition waiver students enrolled in that class section. In no case shall a particular class be increased because of this article by more than three students without the faculty member's approval.

All normal registration procedures will apply to individuals utilizing this benefit except that application for this benefit must be made to the Personnel Office and received at least five weeks prior to the start of classes.

ARTICLE 49 - EARLY RETIREMENT

Section A. Eligibility - A faculty member who has reached age 55 before August 31, 1988, and has completed 18 years of full-time service by the above date shall be eligible for early retirement. To receive a one-time retirement incentive of 75% of base salary an individual must present an irrevocable written notice to retire early between December 1, 1987, and January 31, 1988, for retirement to begin September 1, 1988.

A faculty member who becomes eligible for the first time as of August 31, 1989, and only such a faculty member, must present an irrevocable written notice to retire early between December 1, 1988, and January 31, 1989, for retirement to begin September 1, 1989.

A faculty member who becomes eligible for the first time as of August 31, 1990, and only such a faculty member, must present an irrevocable written notice to retire early between December 1, 1989, and January 31, 1990, for retirement to begin September 1, 1990.

Section B. Benefits

1) Health Insurance: The same health insurance benefit shall be available as is available to the full-time professional staff under the contractual agreement. The same rate of College contribution shall be provided.

2) Life Insurance: An early retiree may continue the current life insurance program in effect at the College. The amount of insurance will be based on the individual's base salary at the time of retirement. The same rate of College contribution shall be provided.

3) Application of Unused Sick Leave: Retirees shall be permitted to apply unused sick leave toward their program consistent with the extent permitted by the individual retirement program. This benefit is not meant to be paid in cash to the faculty member.

Section C. Part-time Assignments: Faculty who have opted for early retirement may receive part-time or adjunct assignments. Normal assignment procedures would be observed in determining the availability for these assignments.

Section D. Privileges: Early retirement status shall carry with it each of the following privileges: use of the library, recreational and study facilities, faculty dining privileges, and college parking. The Board of Trustees may at their option grant emeritus rank in accordance with Article 26 of the agreement.

ARTICLE 50 - PART-TIME FACULTY

Section A. Purpose and Implementation: This article and this article alone will contain the benefits, working conditions, and salary for part-time faculty. The purpose of this article is to recognize the contributions of part-time faculty, to attract and maintain a high calibre of part-time faculty, and to ensure the continued quality of education at Monroe Community College. Both parties agree that nothing in the article shall be the basis for discrimination for reason of age, race, color, religion, sex, national origin, marital status, or physical disability.

Section B. Responsibilities and Definitions:

1) Teaching Faculty: Part-time teaching faculty will be defined as those faculty teaching less than a full departmental workload, hired for more than one semester and hired to perform the full range of responsibilities (committee work, participation in all departmental responsibilities and duties - such as advisement, etc.), that would be expected of a full-time teaching faculty member.

2) Nonteaching Faculty: Part-time, nonteaching faculty will be defined as part-time when they have been appointed to work at least 910 hours annually.

Section C. Appointments: When a full-time vacancy occurs in the department in which the part-time faculty member is currently employed, a part-time faculty member, if qualified

in accordance with the advertised requirements of the position, should be notified of the vacancy and shall be given a job interview if that person applies for the position.

Section D. Rank and Promotion: Part-time faculty shall be eligible for promotion.

Section E. Compensation: Part-time salaries shall be increased as follows:

September 1, 1987 - 6.55%

September 1, 1988 - 6.0%

September 1, 1989 - 6.0%

Section F. Benefits: Part-time nonteaching faculty appointed to work at least 910 hours annually and all part-time teaching faculty will have Blue Cross/Blue Shield coverage made available to them unless they already have comparable coverage. The College will pay 50% of the current premium for this coverage. Additionally, two days of paid sick leave (one for the Fall and one for the Spring Semester) can be taken each year.

Section G. Application: The following articles of the contractual agreement shall apply to part-time faculty:

Article 1 - Definitions, Section B, C, D, and E

Article 3 - Recognition, Section A (1), C, D, and E

Article 4 - Governance, Section B

Article 6 - Faculty Personnel Records

Article 24 - Negligence Insurance

- Article 27 - Insurance Annuity Reduction
- Article 28 - Savings and Credit Union
- Article 29 - One-check Payroll Deposit
- Article 33 - Parking
- Article 35 - Annual College Budget
- Article 36 - Reduced Teaching or Workload
- Article 38 - Contract Legality
- Article 39 - Contract Administration
- Article 40 - Contract Printing and Distribution
- Article 41 - Rights of Boards of Trustees
- Article 43 - Grievance Procedures
- Article 54 - Final Provisions

Section H. Academic Freedom: Academic Freedom applies to part-time faculty.

Section I. Professional Working Conditions:

1) Part-time faculty shall have a mailfolder in the central mailroom and appropriate mail service (central mailroom, departmental mailfolder, postal service, etc.) made available to them.

2) Part-time faculty shall have an opportunity to be included and listed as such in the College Directory and Bulletin. Copies of the directory and bulletin will be made available to part-time faculty.

3) Part-time faculty will have access to orientation programs offered by the College.

ARTICLE 51 - JOINT COMMITTEE ON UNION/MANAGEMENT COOPERATION

It is agreed that a Union/Management Committee consisting of not more than three members selected by the Faculty Asociation - one of whom shall be the Contract Administrator (Faculty Association), and three members appointed by the President - one of whom shall be the Contract Administrator (College), will be established. The purpose of this Committee is to discuss any current affairs of mutual concern of the Faculty Association and of the College. The agenda for each Committee meeting shall be established by the President of the College and President of the Faculty Association.

It is agreed that in the interest of efficient management and harmonious union relations, it is desirable that periodic meetings be held. These meetings will be referred to as Union/Management Conferences. At least ten days prior to each meeting the College and the Union will exchange information as to proposed subject to be discussed at the forthcoming meeting. The times, dates and places of the meetings shall be agreed upon by the contract administrators.

No provision of this section shall in any manner be used to alter the terms of this contract, nor shall it in any way abrogate the rights and obligations of either party to the agreement.

ARTICLE 52 - GUIDELINES FOR FACULTY EVALUATION

(Faculty as defined in Article 4.00 of the Policies of the Board of Trustees, adopted January 26, 1978, as well as all faculty covered by the Contractual Agreement 9/1/87 to 8/31/90, Article 3, Section A).

GENERAL PURPOSE

To help faculty improve their performance.

To guide decisions about reappointments, tenure and promotions.

I. POLICIES AND PROCEDURES FOR FACULTY EVALUATION

A. Preliminary Requirements

1. Faculty rights and responsibilities concerning academic freedom, tenure, personnel records, continuing appointments and termination at Monroe Community College, as defined and covered by Article 5.00 of the Policies of the Board of Trustees and Articles 5, 6 and 7 of the Contractual Agreement, 9/1/87 to 8/31/90, shall not be changed by faculty evaluation.
2. Every position shall have a written description prepared by the department for those faculty who are members of departments, or by the division for those faculty who are not members of departments. Departments or division faculty have primary, but not sole, responsibility for these written descriptions.

Administrative positions such as Directors, Assistant Directors, etc., shall have written descriptions drafted by the appropriate administrator who shall forward them to department members for review and input.

3. At the time of initial hiring, the position description, guidelines for faculty evaluation (including criteria and Annual Faculty Activity Report form), appraisal instrument and procedures for classroom/laboratory observations shall be given in writing to each faculty member by the department chairperson for those faculty who are members of departments, or by the appropriate administrator for those faculty who are not members of departments.

B. Procedures

1. All evaluation reports of individual faculty members shall be in writing and filed in the official personnel file in accordance with Article 6 of the Contractual Agreement, 9/1/87 to 8/31/90 and with the time schedule outlined in Section IV.C. of these Guidelines for Faculty Evaluation.
2. An evaluation report shall be defined as a written assessment of a faculty member's performance and will be used to help faculty

improve their performance and to guide decisions about renewal of appointments and promotions.

3. The criteria to be used in the evaluation shall be in writing and based upon a departmental appraisal instrument to be used within the department for all department members, or a divisional appraisal instrument for faculty who are not members of departments. The department or division faculty shall have primary, but not sole, responsibility for the criteria and appraisal instrument.
4. The process of evaluation shall include but not be limited to:
 - a. Observations of performance of teaching and/or professional duties.
 - b. Appraisal of the Annual Faculty Activity Report of the faculty member.
 - c. For teaching faculty, appraisal of instructional materials.
5. The faculty member being evaluated may include appraisal of the Student Opinion of Course and Faculty Questionnaire. Departments may include additional items on this questionnaire.
6. A written copy of the appraisal instrument shall be given to the individual being

evaluated prior to the evaluation. This instrument shall include but is not limited to:

- a. Descriptive identification information on the evaluator(s) and the faculty member being evaluated.
 - b. Specific evaluation objectives.
 - c. Specific evaluation procedures.
 - d. Specific evaluation criteria and the relative importance of the various criteria.
 - e. Signature lines for evaluator(s) and the faculty member being evaluated. The signature of the faculty member being evaluated does not signify agreement with the evaluation.
7. The written evaluation report shall be made available to the faculty member being evaluated no later than 10 working days after any evaluation has taken place.
8. Within 10 working days of receiving said written evaluation report, the faculty member being evaluated has the option of filing a written response to the evaluation. The faculty member may request a second evaluation.

9. The faculty member being evaluated and the evaluator(s) shall sign and date each evaluation report. The signature of the faculty member being evaluated does not signify agreement with the evaluation.
10. Within 10 working days of receiving said evaluation, the faculty member being evaluated shall develop a written plan for maintaining and/or enhancing effectiveness in teaching and/or position and for professional growth. This plan shall be mutually agreed upon by the faculty member and the evaluator(s) and shall become part of the written report.

C. Frequency of Evaluations

1. All full-time faculty shall be evaluated on as many occasions as are deemed appropriate by department policy for those faculty who are members of departments, or division policy for those faculty who are not members of departments. In the case of full-time nontenured faculty, this evaluation shall occur at least two times each year with at least one evaluation prior to December 1 of each academic year.

2. Faculty seeking promotion shall be evaluated on as many occasions as are deemed appropriate by department policy. Faculty seeking promotion must be evaluated at least once within the preceding 12 months.

D. Observations

1. Observations may be initiated by the faculty member, the department chairperson, director, or equivalent, department evaluation committee, or for those faculty not in departments, the appropriate administrator.
2. The faculty member shall receive written notice at least four working days in advance of each scheduled observation. Such notice shall include the name of the observer, the time of the observation, and the course or duties to be observed.

E. Evaluators

1. The evaluators shall be:
 - a. For faculty who are members of departments: tenured members of the department and the department chairperson, director, dean, or a committee thereof.
 - b. For faculty who are not members of academic departments: tenured faculty who are in similar positions, and the appropriate administrator, or a committee thereof.

2. The department chairperson, director or equivalent, the chairperson of the tenured faculty committee, or the appropriate administrator for those faculty who are not in departments, shall be responsible for the implementation and coordination of the evaluation process and procedures.
3. The College and the Academic Governance Organization shall provide guidance and training for those who are to be evaluators.

II. CRITERIA FOR FACULTY EVALUATION

The following categories shall be considered for faculty evaluation. In evaluating part-time faculty, the same categories shall apply as for full-time faculty. In evaluating adjunct faculty, effectiveness in teaching or effectiveness in position shall be the primary consideration.

A. Effectiveness in Teaching

May include, but is not limited to, the following:

1. Demonstrates knowledge and, where appropriate, skills necessary for the course.
2. Adapts methods and materials to the needs of individuals and groups while maintaining appropriate academic standards.
3. Conducts group discussion skillfully, encouraging student participation.

4. Demonstrates the relevance of classroom learning to life application.
5. Makes assignments which are meaningful and realistic.
6. Evaluates students' progress in terms of specific learning objectives.

B. Effectiveness in Position (Nonteaching Faculty)

May include, but is not limited to, the following:

1. Shows knowledge, competence and skill in position.
2. Shows planning, leadership, management abilities.
3. Accepts responsibility, uses good judgment, demonstrates initiative.
4. Organizes and disseminates information well.
5. Produces work of high quality and appropriate quantity.
6. Professionally meets time standards and commitments.

C. Professional Activity and Growth

May include, but is not limited to, the following:

1. Keeps current in subject matter(s) taught or area(s) of responsibility (e.g., attending conferences and workshops, pursuing independent study attainment of appropriate additional degrees, appropriate advanced study,

involvement with cultural activities, and/or equivalent activities).

2. Demonstrates enthusiastic interest in teaching or position.
3. Is constantly seeking and adapting better and creative methods and skills of teaching or position to meet changing conditions or needs.
4. Contributes to the professional field (e.g., active membership in professional organizations, consulting work, presentations, and/or equivalent activities).

D. Service to Students

May include, but is not limited to, the following:

1. Promotes an atmosphere of mutual respect, cooperation, enthusiasm, and courtesy.
2. Fosters student well-being (e.g., refers to appropriate office(s) and/or staff member(s) when indicated, generates ideas to improve services, develops specialized courses in response to students, and/or equivalent activities).
3. Assists in student advising, counseling, and cocurricular activities.

E. Service to Department/Program/Division/College

May include, but is not limited to, the following:

1. Is knowledgeable of and committed to the College's overall mission, philosophy, goals, and objectives.
2. Actively participates in department, program, division, and College activities (e.g., attends meetings, holds office, is involved in Faculty Association, is involved in committee work, mentorship, and/or equivalent activities).
3. Participates in problem-solving processes through generating and sharing of ideas.

F. Service to Community

May include, but is not limited to, the following:

1. Actively participates in community activities (e.g., presentations to community organizations, holds office in community organizations, committee membership in community organizations, and/or equivalent activities).
2. Promotes community understanding and good will (e.g., consulting work, high school/college visitations, and/or equivalent activities).

III.

ANNUAL FACULTY ACTIVITY REPORT

_____ 19__ to _____ 19__
(month) (month)

Name: _____ Date: _____

Rank or Title: _____

Department: _____

This report is to be completed by all faculty by November 15 each year. Only activities since the submission of the previous report should be included. Cover the following topics in the order given and attach your report to this cover sheet. Retain one copy for your files and forward copies to your department chairperson, director, appropriate dean or administrator, and appropriate Vice President.

A. Teaching Assignments and/or Position Assignments

Teaching - List specific courses, sections. Indicate new course development, substantial course revision, updating course materials. Record new teaching techniques.

Nonteaching - Indicate position title. List any specific assignments you have performed in your position that are not necessarily part of the usual description for this position. Indicate any innovative techniques or new approaches you have initiated, developed, and/or implemented.

B. Professional Activity and Growth

List specific courses, seminars, professional associations and activities leading to professional development, mastery of subject matter, enhancement of teaching or enhancement of position effectiveness.

C. Service to Students

List specific activities with students such as tutoring, advising, counseling. Indicate the amount of time devoted to these services.

D. Service to Department/Program/Division

List specific responsibilities such as committee assignments and special service activities.

E. Service to College

List College-wide committee activities and specific service activities.

F. Service to Community

Include significant organizations to which you belong. List specific service activities.

G. Other

Include specifics on research, publications, consulting work, and speaking engagements. List honors and awards. List any other activities that you feel are appropriate to this report.

IV. POLICIES AND PROCEDURES FOR PROMOTIONS

A. The criteria, procedures and policies for faculty evaluation shall apply to promotion recommendations.

B. In addition, the following criteria, procedures and policies shall apply to promotion recommendations:

1. Full-time faculty members shall be eligible for promotion at the beginning of their sixth year of professional, full-time employment.
2. The degree expected for promotion shall be a Master's Degree in or related to the field of employment. Exceptions may apply where the Department Chairperson and Vice President agree on a substitute.
3. Promotion recommendations shall be based on at least one evaluation within the preceding 12 months.
4. The evaluation process for promotion may be initiated by an eligible faculty member, a department committee, a department, a department chairperson, director of equivalent, dean and/or a College administrator. The individual faculty member must have completed an Annual Faculty Activity Report for the current academic year.
5. A faculty member not recommended for promotion by his/her department, department committee, department chairperson, director or equivalent, dean and/or administrator may send a written request, along with supporting data, including a completed copy of the Annual Faculty Activity Report, directly to the

appropriate administrator who will forward the request and supporting data, along with his/her recommendations, to the appropriate Vice President. The Vice President will forward the request, supporting data, and administrator's recommendations, along with his/her recommendations, to the President.

6. Promotion from rank to rank (instructor to assistant professor, assistant professor to associate professor, associate professor to professor) is not automatic, but is based on meritorious performance of teaching and other job duties.

Three facets of professional performance at Monroe Community College will form the basis for every evaluation for promotion in academic rank:

- a. Excellence in classroom teaching/performance of job duties
- b. Continuing professional growth (above minimum levels)
- c. College service/community service

C. Time Schedule Guidelines for Promotion

The following schedule is a guide for determining when various steps for promotion should take place during the academic year.

On or before October 15 - the President of the College or his designee shall distribute copies of the Annual Faculty Activity Report to all faculty members.

On or before November 15 - Faculty members shall complete the Annual Faculty Activity Report and forward copies to the appropriate department chairperson and/or administrators.

On or before December 15 - Faculty recommendations are made to the appropriate administrator.

On or before January 15 - All recommendations by departments, department or faculty committees, and/or appropriate administrators shall be forwarded to the appropriate Vice President.

V. RECOMMENDATIONS CONCERNING FACULTY STATUS: REAPPOINTMENTS, TENURE, PROMOTIONS

A. As set forth specifically in Articles 3 and 4 of the Contractual Agreement, 11/1/84 to 8/31/87, and as set forth specifically in Article 4 of the Policies of the Board of Trustees adopted January 26, 1978:

1. The faculty, through the appropriate committee or department, and consistent with the responsibilities vested in the President and the Board of Trustees, has primary but not sole responsibility for recommending faculty status.
2. The faculty, through the appropriate faculty committee, department and administration processes, shall have the right, the responsibility and the opportunity to present to the President of the College recommendations concerning appointment, reappointments, tenure and promotions.
3. Specific departmental responsibilities of faculty through departmental participation include:
 - a. Recruitment and recommendations in the selection of faculty.
 - b. Orientation and staff development for faculty.
 - c. Regular conference with, and evaluation of, non-tenured faculty and any resulting change of status.
 - d. Evaluation of faculty and any resulting change of status.
- B. Faculty recommendations concerning faculty status are made by:
 1. For faculty who are members of departments: tenured members of the department and the department chairperson, director, or equivalent, or a committee thereof.

The chairperson, director, or equivalent, may make his/her own recommendation after consideration of the recommendation of the department or committee and consideration of the faculty evaluation.

2. For faculty who are not members of departments:
tenured faculty who are in similar positions and
the appropriate administrator or a committee
thereof.

The administrator may make his/her own recommendation after consideration of the faculty evaluation.

- C. Faculty recommendations concerning faculty status are forwarded to the appropriate Vice President, and the President of the College.

1. For faculty who are members of departments:

- a. The dean assists and guides the departments following the approved criteria, procedures and policies for faculty evaluation.
- b. Department recommendations are sent to the appropriate dean.
- c. The department recommendations are forwarded by the dean to the appropriate Vice President, along with his/her recommendation.

2. For faculty who are not members of departments:

- a. Faculty committee and administrator recommendations are sent to the appropriate administrator.
- b. The faculty committee and administrator recommendations are forwarded by this administrator to the appropriate Vice President.

- D. The Vice Presidents shall forward to the President of the College all faculty recommendations. Recommendations can be made concerning faculty status by deans, administrators and Vice Presidents. Such recommendations shall be made only after consideration of the faculty recommendations.

- E. While recognizing the primary, but not sole, responsibility for faculty recommending faculty status, the President shall consider all the recommendations including the recommendations from faculty through departments and/or the appropriate faculty committee.

- F. The President, after consultation with the Vice Presidents and any other faculty or staff members he/she chooses, shall submit his/her recommendations to the Board of Trustees of the College.

ARTICLE 53 - APPOINTMENT OF FACULTY

Effective the third year of this contract, non-teaching faculty who are appointed without academic rank shall, after a period of five (5) consecutive one-year full-time appointments, be eligible to receive a three-year contract.

Effective September 1, 1987, new faculty hired with a tenure track appointment shall be eligible to receive tenure after five (5) consecutive one-year term appointments.

ARTICLE 54 - FINAL PROVISIONS

The agreement shall constitute the full and complete commitment by the Board and the Faculty Association and may be altered, changed, added to, deleted from or modified only through the mutual consent of the parties in a written and signed amendment to this Agreement.

This Agreement shall become effective September 1, 1987, and terminate at the close of business on August 31, 1990.

Department _____

APPENDIX A - 1

MONROE COMMUNITY COLLEGE

Monthly Personnel Report

Name _____

Month and Year _____

Indicate leave days taken by using the appropriate symbols.

S Sick Leave
V Vacation
D Death in Family
PL Personal Leave

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

17	18	19	20	21	22	23	24	25	26	27	28	29	30	31

Individual's Signature

Please submit this form to your department chairperson. The department chairperson will submit the forms for his department to the appropriate offices by the 15th day of the following month.

White Copy - PERSONNEL OFFICE COPY
Yellow Copy - DEPARTMENT COPY
Pink Copy - VICE PRESIDENT OF DIVISION COPY

3/1/82

MONROE COMMUNITY COLLEGE

TIME REPORT

APPENDIX A - 2

LOCATION

PAY PERIOD
FROM THRU

RETURN BY

PERIOD ID
46 46

EMPLOYEE NAME

POSITION

CLASSIFICATION TITLE

EMPLOYEE ID	JOB	OCCUR	ASSIGN
4 12	13	14-16	17 19

STD HRS

LOST TIME DEFINITION										HOURS WORKED
		VACATION TIME	SICK TIME	COMP. TIME	FLOATING HOLIDAY	UNEXCUSE. ABSENCE	HOLIDAY	OTHER		
WEEK	DAY									
1	FRI.									
	SAT.									
	SUN.									
	MON.									
	TUES.									
	WED.									
	THURS.									
2	FRI.									
	SAT.									
	SUN.									
	MON.									
	TUES.									
	WED.									
	THURS.									
		170	180	190	160	450	150			

I HEREBY CERTIFY THAT I HAVE REVIEWED THIS REPORT AND THE TIME REPORTED ABOVE IS CORRECT.

INDIVIDUAL'S SIGNATURE

SIGNATURE, HEAD OF DEPARTMENT

LETTER OF AGREEMENT

COORDINATOR TITLE

It is agreed that the Union Management Committee will study the entire range of the coordinator title with the exception of Adjunct Coordinator, which has been resolved as a result of negotiations. It is understood that this discussion will take place in an effort to have recommendations developed by the fall semester of 1987.

EMPLOYEE ASSISTANCE PROGRAM

The College agrees to participate in the Employee Assistance Program for all full-time faculty and staff covered by the Faculty Association agreement with the College. This coverage would be provided at full cost by the College. The program will be the program currently in effect with the County of Monroe and administered at Park Ridge Hospital.

SICK LEAVE FOR NONTEACHING PROFESSIONALS

Nonteaching full-time professionals will receive additional compensation when performing additional assigned responsibilities and duties beyond their normal job responsibilities which also necessitate working beyond their normal workday.

ATTENDANCE REQUIRED AT HONORS CONVOCATION AND COMMENCEMENT

It is mutually agreed that all full-time members of the professional staff and faculty are expected to be present at Honors Convocation and Commencement.

STUDY POSITIONS OF TECHNICAL ASSISTANTS AND ADVISORS

The Labor/Management Committee shall:

- . Review present job descriptions for the purpose of identifying similarities and differences in duties and levels of responsibility.
- . Review the present process for evaluation of staff and opportunities for promotion within these positions.
- . Review the present salary structure and ascertain the appropriateness of establishing grade levels within such positions and/or other alternatives.

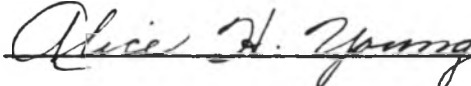
The Committee shall submit its findings and recommendations in writing to the Faculty Association and the College prior to December 15, 1987.

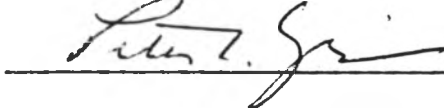
Upon receipt of these recommendations, the Faculty Association and the College agree to reopen negotiations concerning advisors and technical assistants for the purpose of finalizing an agreement on such recommendations prior to September 1, 1988.

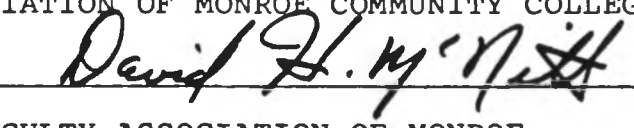
CONTRACT COURSES

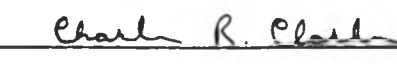
It is agreed that the Union/Management Committee will study by June 30, 1988, issues related to the administration of contract courses that have an impact on the contract.

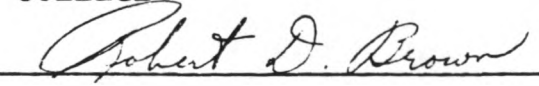
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

For MONROE COMMUNITY COLLEGE
Signed Alice H. Young 
Title CHAIRMAN, BOARD OF TRUSTEES Date: 6/23/87

For MONROE COMMUNITY COLLEGE
Signed Peter A. Spina 
Title PRESIDENT, MONROE COMMUNITY COLLEGE Date: 6/23/87

For FACULTY ASSOCIATION OF MONROE COMMUNITY COLLEGE
Signed David McNitt 
Title PRESIDENT, FACULTY ASSOCIATION OF MONROE COMMUNITY COLLEGE Date: 6/23/87

For FACULTY ASSOCIATION OF MONROE COMMUNITY COLLEGE
Signed Charles R. Clarke 
Title CHIEF NEGOTIATOR, FACULTY ASSOCIATION OF MONROE COMMUNITY COLLEGE Date: 6/23/87

For MONROE COMMUNITY COLLEGE
Signed Robert D. Brown 
Title CHIEF NEGOTIATOR, MONROE COMMUNITY COLLEGE BOARD OF TRUSTEES Date: 6/23/87

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NOVEMBER 16, 1987

*This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.*

Form Approved
O.M.B. No. 1220-0001
Approval Expires 7/31/87

1-31-90

(2)
DEC 04 1987

ASSISTANT TO THE PRESIDENT
MONROE COMMUNITY COLLEGE
1000 EAST HENRIETTA ROAD
ROCHESTER, NY. 14623

PREVIOUS AGREEMENT EXPIRED
AUGUST 31, 1987

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

Monroe Community College Brighton NY

NEW YORK

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

**PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).**

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 825
one location
2. Number and location of establishments covered by agreement MCC, 1000 East Henrietta Rd. 14623
3. Product, service, or type of business Community College - Educational Institution
4. If your agreement has been extended, indicate new expiration date new agreement 9/1/87 - 8/31/90

RB
Robert D. Brown, Assistant to the President 716-424-5200

Your Name and Position
1000 East Henrietta Road

Area Code/Telephone Number
Rochester, NY 14623-5780

Address

City/State/ZIP Code